

Term Contract No. 580B

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
Term Contract	580B	Musical Instruments and Accessories
Effective Dates	February 25, 2010 – February 24, 2013	
Bid Number	200901220	
Administrator	Bernell Bright	
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Last Updated		

1. General Information

This contract consists of fixed prices and guaranteed delivery for brand specific musical instruments and accessories representing various manufacturers and models. Many hours of meetings with various musical coordinators and directors were utilized in order to compose a list of instruments that would satisfy as many instructors/directors as possible. We also selected various manufacturers and models as an attempt to satisfy all levels of music education; i.e. elementary school levels of music education, middle school levels of music education, high school levels of music education, university levels of music education and community college levels of music education.

This contract includes band instruments with cases, orchestra instruments with cases, music stands, posture chairs and carts. All products offered under this contract are new and unused and in current production.

Recycling/Sustainability: According to NC General Statute 143-58.2, "IT IS THE POLICY OF THIS STATE TO ENCOURAGE AND PROMOTE THE PURCHASE OF PRODUCTS WITH RECYCLED AND RECYCLABLE CONTENT". Listed below are the sustainability practices of the awarded contractors.

Music Instruments and Parts	<ol style="list-style-type: none">1) All items with the exception of the rivets can be recycled at the end of use.2) New designs using recyclable plastics in use.3) Band instruments are traded in to be reconditioned and re-sold.4) Donates trade-in instruments to the Links Program for the needy to promote music education.5) Recycle cardboard and pallets.6) Resonite - they are plastic and brass and sometimes can be recycled for parts.7) Company's goal is to design and manufacture products where all components can be recycled.
Packaging	<ol style="list-style-type: none">1) Corrugated containers – 100% recyclable2) Re-use incoming packaging.3) Replaced styrofoam packaging for environmentally friendly packaging.4) Cardboard and/or polystyrene material that is already a recycled product and may be repeatedly recycled.5) Package cushioning is 94% post consumer material.
Coatings and Finishes	<ol style="list-style-type: none">1) New paint line system.
Other	<ol style="list-style-type: none">1) Recycle paper products by using both sides.2) Re-use paper for fax machine or credit reports.

2. Scope of Contract

The scope of this contract is limited to musical instruments with cases and accessories as specified herein for all state agencies, public school systems, institutions, universities, and certain non-state agencies.

It is not intended to provide all types and grades of musical instruments and accessories, but only the brands and models most frequently purchased or requested for bid.

This brand specific contract is intended to satisfy the majority of the needs for all levels of education and any other musical instrument requirements of state agencies, departments, institutions, (except those exempted by statute) and certain non-state agencies including charter schools.

3. Taxes

Prices shown herein do not include any North Carolina sales or use taxes.

4. Abnormal Quantities

Any agency requirement that exceeds **\$50,000.00** must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

1. Purchase may be authorized at the current level of pricing with the current contract vendor(s)
2. Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s)
3. A separate Invitation for Bids may be issued for the requirement

5. Minimum Orders

This contract will be for a minimum order of **\$200.00** for any single order. Agencies are authorized to purchase from best available sources on orders less than this minimum order value. This provision shall not be used by an agency to circumvent the intent of the contract. If an agency elects to place an order for less than the minimum order value, and the contractor elects to accept such order, then transportation charges will be prepaid and added to the invoice.

6. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers. Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

7. Delivery

Contractor	Number of Days for Delivery
Brook Mays Music	30-90
Jacksons Music	30
Music Man	0-90
National Educational Music Co.	10-120
Sam Ash	14-90
Washington Music	36-360
Taylor Music, Inc.	30-60

In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, **DEFAULT AND PERFORMANCE BOND** in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

8. Transportation Charges

All goods shall be delivered FOB DESTINATION for all orders equal to, or greater, than the **minimum order**, when shipped to a single destination. Orders for less than the **minimum order** will be shipped prepaid, with transportation charges added to the invoice as a separate item. Transportation charges levied by the contractor for orders equal to, or greater than the **minimum order**, when shipped to a single destination, may be cause for removal of the contractor from the contract. In instances where the contractor makes partial shipments of an order to one destination which is equal to, or greater than, the **minimum order**, all shipments of the order shall be sent FOB DESTINATION with NO additional transportation charges.

NOTE: If the contractor makes partial shipments of an order equal to or more than this "order value" to one destination, all shipments of the order shall be sent FOB DESTINATION with NO additional transportation charges added.

NOTE! All shipments should be inspected for damage immediately upon receipt.

9. E-procurement

THE E-PROCUREMENT [PUBLIC VIEW](#) WILL BE THE ONLY PLACE (FOR NON E-PROCUREMENT USERS) TO VIEW THE ITEM/PRICING INFORMATION. THE PUBLIC VIEW LINK & SEARCH TIPS ARE HERE FOR YOUR CONVENIENCE.

To View Pricing, go to [PUBLIC VIEW](#) catalog
<http://contracts.ncgov.com/Buyer/Main/aw?awh=r>

PLEASE CHECK OUT THE PUBLIC VIEW & LET ME KNOW (919-807-4536 OR bernell.bright@ncmail.net IF YOU HAVE ANY PROBLEMS LOCATING THESE CONTRACT ITEMS.

REVIEW THE SEARCH TIPS, THEN CLICK THE PUBLIC VIEW LINK BELOW TO GO TO THE SEARCH BOX.

PUBLIC VIEW LINK

SEARCH TIPS <i>(TYPE ONLY 1 OF THE TIPS IN THE SEARCH BOX)</i>	SEARCH RESULTS
580B	ALL ITEMS AWARDED ON THIS CONTRACT
MUSICAL INSTRUMENTS & ACCESSORIES	
Brook Mays Music	ITEMS AWARDED ON THIS CONTRACT
Jacksons Music	ITEMS AWARDED ON THIS CONTRACT
Music Man	ITEMS AWARDED ON THIS CONTRACT
National Educational Music Co.	ITEMS AWARDED ON THIS CONTRACT
Sam Ash	ITEMS AWARDED ON THIS CONTRACT
Washington Music	ITEMS AWARDED ON THIS CONTRACT
Taylor Music, Inc.	ITEMS AWARDED ON THIS CONTRACT

10. Price Lists and Catalogs

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The successful contractor must furnish descriptive literature to any agency within seven (7) consecutive days after request of the agency. Failure to comply with these requirements may subject the contractor to removal from the contract.

11. Contractors

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority owned" "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups' identified above, consistent with agency needs and price considerations.

Contractor(s)	Address/Fed ID	City, State, Zip	Contact, Phone, Fax
Taylor Music	513 S. Main P.O. Box 670	Aberdeen, SD 57402-0670	Mary McKinney 800 872-2263 605 225-2051 Fax mary@1800usaband.com
Jackson's Music Store, Inc.	1409 S. Stratford Rd.	Winston-Salem, NC 27103	Mary –Jo Dryden 336-760-9635 336-760-9636 Fax jmsmusic@bellsouth.net
Music Man	P.O. Box 8335	West Palm Beach, FL 33407	John L. Jarvis, Jr. 561 832-3753 561 832-3880 Fax john@musicmaninc.com
Washington Music Center, Inc.	11151 Veirs Mill Road	Wheaton, MD 20902	Melody O'Neil 301-946-3448 301-946-0487 Fax melodyo@chucklevins.com
National educational Music Co.	118 Rt. 22 East	Mountainside NJ 07092	Ray Benedetto 908 232-6700 908 789-3025 Fax bids@nemc.com
Sam Ash	7726 Cheri Court	Tampa FL 33634	Mark McCarty 800 472-6274 ext 2211 800 823-8840 Fax mmccarty@samashmusic.com
Brook Mays Music	8605 Carpenter Music	Dallas, TX 75247	Ken Harris 800 637-8966 214 905-5031 Fax bids@brookmays.com

12. Warranty

The contractor guarantees items offered to be free from any and all defects in material, packaging, and workmanship and agrees to replace defective items promptly at no charge to the State for a period of twelve (12) months from date of acceptance. Such replacement shall include parts, freight, labor, and round-trip travel to the user's site, which will all be the responsibility of the contractor.

13. Substitutions

Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

14. Contract Addenda

Addendum Number	Issue Date	Effective Date	Description
1.	04/01/2011	04/01/2011	Contact person name and email change
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3.			
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